

HIGH TECH CORRIDOR DEVELOPMENT, LLC HARRISON COUNTY, WEST VIRGINIA WV 131 ROAD IMPROVEMENTS

ADDENDUM #2

February 22, 2021

Thrasher Project #030-3470.11

To Whom It May Concern:

An Advertisement for Bids was posted for the above-referenced project on Tuesday, February 9, 2021, and Tuesday, February 16, 2021. A Pre-Bid Conference was also held on Tuesday, February 16, 2021, for the above-referenced project. Addendum #1 was issued for the above-referenced project on Tuesday, February 16, 2021. The following are clarifications and responses submitted by bidders for the above-referenced project since the issuance of Addendum #1.

CLARIFICATIONS:

- 1. **SEALED BIDS** for the above-referenced project will be received by the Owner at The Thrasher Group, Inc. (Thrasher) office located at 600 White Oaks Boulevard, Bridgeport, WV 26330 until **2:00 P.M. local time on Thursday, February 25, 2021.** No bids will be received after 2:00 P.M., at which time the bids received will be publicly opened and read.
- 2. The FINAL BID FORM is included with this addendum. THE BID FORM HAS BEEN REVISED. YOU MUST USE THE REVISED BID FORM WHEN PREPARING YOUR BID PACKAGE FOR THIS PROJECT.
- 3. Due to COVID-19 restrictions, the bid opening and reading will be available via Microsoft Teams using the below link.

Microsoft Teams meeting

Join on your computer or mobile app: Join the WV 131 Bid Opening Meeting

Or call in (audio only): +1 304-935-0841,,468424943#

Phone Conference ID: 468 424 943#

- 4. All work for this project shall be in accordance with the Thrasher specifications included with this project as well as the 2017 West Virginia Department of Transportation Division of Highways (WVDOH) Standard Specifications Roads and Bridges and the 2021 Supplemental Specifications.
- 5. WVDOH fuel and asphalt indexes shall not apply to this project.

- 6. The Owner will provide a waste area for the project at the end of the existing pavement on the White Oaks Phase 3 entrance. The Contractor shall be responsible for any necessary erosion and sediment controls and grading performed at the waste area. Any waste that is placed on the site shall be placed, compacted, and graded smooth with positive drainage acceptable to the Owner and Engineer. All work associated with the waste area shall be bid incidental to Bid Item #3 (WVDOH Item #207001-001 Unclassified Excavation).
- 7. The Contractor shall be responsible to keep WV 131 and the White Oaks Phase 3 entrance road clear of mud and other debris to the satisfaction of the Owner and Engineer. All work associated with the cleaning the roadways shall be bid incidental to Bid Item #1 (WVDOH Item # 201001-000 Clearing and Grubbing).
- 8. Contractor shall coordinate activities to provide access and not disrupt activities on adjacent properties including but not limited to: Freedom Kia, WVDOH Park and Ride, Meadow View residential development, MonPower, and Harrison County Routes 73/5 and 73/9.
- 9. Construction stakeout and material testing for the project shall be provided by the Owner and performed by Thrasher. When possible, the Contractor shall provide one week's notice for scheduling.

QUESTIONS AND RESPONSES:

1. **QUESTION** – General Note 16 on Sheet 5 states that the unclassified line item is to include any borrow that would be required. In the design and survey of this project, is any borrow anticipated to be needed? If so, is there an estimated quantity? Does the owner have a borrow area on site?

RESPONSE – No borrow is anticipated for this project.

2. **QUESTION** – The quantities table line 17 – Dumped Rock Gutter (Rock Lined Channel) has a quantity of 140 CY. The Drainage Schedule on Sheet 4 shows one rock lined channel with a length of 70' long with 3:1 side slopes and 1' deep. The volume associated with that is significantly less than the bid quantity provided. Is there another area that requires this material that has not been listed?

RESPONSE – The rock lined v-ditch from Station 33+37-34+00 shown in the drainage schedule on Plan Sheet 4 is the only area where Bid Item #17 (WVDOH Item 633003-001) Dumped Rock Gutter (Rock Lined Channel) is to be installed. The bid quantity was reduced from 140-CY to 7.5-CY in the FINAL BID FORM included with this Addendum. The FINAL BID FORM must be used when preparing your bid package for this project.

3. **QUESTION** – Are prevailing wages required for this project? **RESPONSE** – No, prevailing wages are not required for this project.

SUMMARY OF PLAN REVISIONS:

Design revisions are clouded and noted on the plan sheets listed below.

- 1. Sheet 1 Cover updated to note the revised plan sheet
- 2. Sheet 3 Bid Item #17 quantity revised in summary of estimated quantities

SUMMARY OF SPECIFICATION REVISIONS:

Specification revisions are shown in red text on the specification sections listed below. Revised specification sections are also listed in red on the index.

- 1. Section 012000 Price and Payment Procedures
- 2. Section 012600 Contract Modification Procedures
- 3. Section 012900 Payment Procedures
- 4. Section 013100 Project Management and Coordination
- 5. Section 013200 Construction Progress Documentation
- 6. Section 013300 Submittal Procedures
- 7. Section 014000 Quality Requirements

SUMMARY OF QUANTITY REVISIONS:

Bid quantity revisions are included on the FINAL BID FORM included with this Addendum and summarized below. The FINAL BID FORM must be used when preparing your bid package for this project.

1. Bid Item #17 (WVDOH Item 633003-001) = 7.5-CY

If you have any questions or comments, please feel free to contact me at your earliest convenience. As a reminder, bids will be received until **2:00 p.m. local time on Thursday, February 25, 2021**, at the Thrasher office located at 600 White Oaks Boulevard, Bridgeport, WV 26330. Good luck to everyone and thank you for your interest in the project.

Sincerely,

THE THRASHER GROUP, INC.

Brad Messenger, P.E. Project Manager

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HIGH TECH CORRIDOR DEVELOPMENT, LLC HARRISON COUNTY, WEST VIRGINIA **PROPOSED** WV 131 ROAD IMPROVEMENTS THRASHER PROJECT #030-3470.11

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

> High Tech Corridor Development 600 White Oaks Blvd. Bridgeport, WV 26330

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface

structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 - BASIS OF BID

GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the WV 131 Road Improvements. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 1010, Part-2 Execution. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PROPOSED WV 131 ROAD IMPROVEMENTS FOR THE HIGH TECH CORRIDOR DEVELOPMENT, LLC HARRISON COUNTY, WEST VIRGINIA

Thrasher Project 030-3470 BID SCHEDULE

NOTE: Bid Unit PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.

Item #	WVDOH Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	201001- 000	1	LS	CLEARING AND GRUBBING			
2	204001- 000	1	LS	MOBILIZATION			
3	207001- 001	915	CY	UNCLASSIFIED EXCAVATION			

Item #	WVDOH Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
4	207034- 000	1,498	SY	FABRIC FOR SEPARATION			
5	218001- 000	20	CY	RIPRAP (STONE OUTLET PROTECTION)			
6	307005- 001	233	CY	AGGREGATE BASE COURSE, STONE OR GRAVEL, CLASS 1			
7	307005- 001	12	СҮ	AGGREGATE BASE COURSE, STONE OR GRAVEL, CLASS 10 (SHOULDER)			
8	401001- 020	543	TN	MARSHALL ASPHALT BASE COURSE, STONE OR GRAVEL, TYPE I			
9	401001- 023	137	TN	MARSHALL ASPHALT BASE COURSE, STONE OR GRAVEL, TYPE II			
10	402001- 020	294	TN	MARSHALL ASPHALT SKID RESISTANT PAVEMENT, STONE OR GRAVEL, TYPE I			
11	408002- 001	80	GA	ASPHALT MATERIAL			
12	415005- 001	2,310	SY	STANDARD MILLING (1.5")			
13	601002- 001	1	CY	CLASS B CONCRETE			

Item #	WVDOH Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
14	604050- 024	20	LF	36 INCH HIGH DENSITY POLYETHYLENE PIPE, PROFILE WALL			
15	N/A	10	LF	TRENCH DRAIN AND GRATE			
16	605014- 001	1	EA	MODIFIED INLET, TYPE G			
17	633003- 001	7.5	CY	DUMPED ROCK GUTTER (ROCK LINED CHANNEL)			
18	636001- 001	1	LS	TRAFFIC CONTROL			
19	642007- 001	530	LF	FIBER MATTING (GRASS LINED CHANNEL)			
20	N/A	620	LF	COMPOST FILTER SOCK (8")			
21	N/A	2	EA	ROCK SUMP (2' X 2' X 2')			
22	652002- 001	0.01	TN	FERTILIZER, 10-20-10			
23	652003- 002	70	LB	SEED MIXTURE, D			

Item #	WVDOH Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
24	652004- 001	0.6	TN	STRAW OR HAY MULCH			
25	657008- 001	45	LF	2.00 LB CHANNEL POST			
26	661001- 001	16.3	SF	0.080 IN FLAT SHEET SIGN			
27	661003- 001	1	EA	REFLECTIVE SIGN SUPPORT STRIP			
28	661011- 001	2	EA	INSTALLATION OF REUSABLE SIGN			
29	663001- 026	2,640	LF	EDGE LINE, TYPE II - 6-IN			
30	663002- 040	4,750	LF	CENTERLINE, TYPE II - 6- IN			
31	663004- 011	241	LF	CHANNELIZING LINE, TYPE V - 8-IN			
32	663005- 011	28	LF	STOP LINE, 24-IN			
33	663007- 010	325	LF	STRIPE, TYPE V - 12-IN, YELLOW			

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Item #	WVDOH Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
34	663008- 005	5	EA	YIELD TRIANGLE, TYPE V			
35	663010- 010	2	EA	ONE DIRECTION LANE ASSIGNMENT ARROW, TYPE V			
36	663011- 010	4	EA	LANE LETTER, TYPE V			

TOTAL BID: _		
	(\$)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

<u>METHOD OF</u> AWARD

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceed such amount, the Owner may reject all bids.

A. Unit prices have been computed in accordance with paragraph 13.03.A of the General Conditions.

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B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Opening Requirements

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate corre	ect name of bidding entity]
By: [Signature]	
[Printed name] (If Bidder is a corporatio evidence of authority to s	n, a limited liability company, a partnership, or a joint venture, attach ign.)
Attest: [Signature]	
[Printed name]	
Title:	
Submittal Date:	
Address for giving notice	es:
Telephone Number:	
Fax Number:	
Contact Name and e-mail	l address:
Bidder's License No.:	
	(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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012000

HIGH TECH CORRIDOR DEVELOPMENT HARRISON COUNTY, WEST VIRGINIA PROPOSED WV 131 IMPROVEMENTS Thrasher Project #030-03470.11

- I N D E X -

BIDDING DOCUMENTS

Price and Payment Procedures

Advertisement for Bids	AFB
Instructions to Bidders	C-200
Bid Opening Requirements	BOR
Bid Forms	C-410
Notice of Award	C-510
Agreement	C-520
Performance Bond	C-610
Payment Bond	C-615
Notice to Proceed	C-550
Contractor's Application for Payment	C-620
Certificate of Substantial Completion	C-625
Change Order	C-941
CONDITIONS OF WORK	
General Conditions	C-700
Supplementary General Conditions	C-800
TECHNICAL OPECATIONS	
TECHNICAL SPECIFICATIONS	
Summary	011000

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Unit Prices	012200
Contract Modification Procedures	012600
Payment Procedures	012900
Project Management and Coordination	013100
Construction Progress Documentation	013200
Submittal Procedures	013300
Quality Requirements	014000
Execution and Closeout Requirements	017000

In accordance with the 2017 West Virginia Department of Transportation Division of Highways Standard Specifications Roads and Bridges and the 2020 Supplemental Specifications (not included).

MANUFACTURER'S RECOMMENDATIONS

Trench Drain and Grate

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Schedule of Values.
- B. Application for Payment.
- C. Change procedures.
- D. Defect assessment.

1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on the Progress Estimate schedule per EJCDC C-620.
- B. Submit Schedule of Values within 20 days after date of Owner-Contractor Agreement.
- C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders with each Application for Payment.

1.3 APPLICATION FOR PAYMENT

- A. Submit two copies of each Application for Payment per EJCDC C-620 Contractor's Application for Payment.
- B. Content and Format: Use Schedule of Values for listing items in the Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 013300 Submittal Procedures.
- F. Submit two copies of waivers requested by Owner.
- G. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 013300 Submittal Procedures.

- 2. Partial release of liens from major Subcontractors and vendors.
- 3. Record Documents as specified in Section 017000 Execution and Closeout Requirements, for review by Engineer and Owner, which will be returned to Contractor.
- 4. Notarized affidavits attesting to off-Site stored products.
- 5. Notarized affidavit of payment to subcontractors with receipt of payment to subcontractors.
- 6. Construction Progress Schedule, revised and current as specified in Section 013300 Submittal Procedures.
- 7. Weather Days Form.

1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Information (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
 - 1. Use Contractor's standard form for requesting interpretations.
 - 2. Engineer may respond with a direct answer on the Request for Information form or EJCDC C-942 Field Order.
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC C-942.
- E. Engineer may issue a Notice of Change including a detailed description of the proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- F. Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
- G. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Change Order.
- H. Work Change Directive: Engineer may issue directive, on EJCDC C-940 Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and

designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

- I. Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- J. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- K. Document each quotation for change in the Project Cost or Time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: EJCDC C-941 Change Order.
- M. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- N. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line items and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer and Owner, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at the discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer and Owner, and unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.

- 4. Products placed beyond lines and levels of the required Work.
- 5. Products remaining on hand after completion of the Work.
- 6. Loading, hauling, and disposing of rejected products.

1.6 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.
- C. Take measurements and compute quantities. Engineer and Owner will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
 - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
 - 2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services, and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
 - 1. Weigh Scales: Inspected, tested, and certified by applicable State weights and measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
 - 3. Metering Devices: Inspected, tested, and certified by applicable State department within the past year.
 - 4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
 - 5. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 - 6. Measurement by Area: Measured by square dimension using mean length and width or radius.
 - 7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
 - 8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

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High Tech Corridor Development, LLC WV 131 Road Improvements

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 012000

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications with the use of forms provided on the Bidding Documents.

1.2 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on the form included in Project Manual.
 - 1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within five days after receipt of Proposal Request, the Contractor shall submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

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- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
- 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

1.5 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Engineer may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment per the form provided on the Bidding Documents.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with the preparation of the Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in the Contractor's construction schedule.
 - 2. Submit the schedule of values to the Engineer at the earliest possible date, but no later than seven days before the date scheduled for submittal of initial Application for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of EJCDC Document C-620 provided on the Bidding Documents. Engineer will provide electronically upon request or it can be accessed at:
 - https://www.ejcdc.org/product/c-620-contractors-application-for-payment-2018/
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

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- a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
- 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 8. Schedule of Values Revisions: Revise and resubmit the schedule of values before the next Applications for Payment when Change Orders or Work Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Work Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer.
- C. Application for Payment Forms: Use EJCDC Document C-620 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

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- 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
- 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit one signed and notarized original copy of each Application for Payment to Engineer by a method ensuring receipt. The copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.
 - 3. Contractor's construction schedule (preliminary if not final).
 - 4. Sustainable design action plans, including preliminary project materials cost data.
 - 5. Schedule of unit prices.
 - 6. Submittal schedule (preliminary if not final).
 - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 8. Initial progress report.
 - 9. Report of preconstruction conference.
 - 10. Certificates of insurance and insurance policies.
 - 11. Photographic documentation of existing conditions.
 - 12. Pre-construction existing conditions video.
- H. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

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- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. Evidence that claims have been settled.
 - 5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 6. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.

B. Related Requirements:

1. Section 017000 - "Execution and Closeout Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

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- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.

1.4 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Owner name.
 - 2. Owner's Project number.
 - 3. Name of Engineer.
 - 4. Engineer's Project number.
 - 5. Date.
 - 6. Name of Contractor.
 - 7. RFI number, numbered sequentially.
 - 8. RFI subject.
 - 9. Specification Section number and title and related paragraphs, as appropriate.
 - 10. Drawing number and detail references, as appropriate.
 - 11. Field dimensions and conditions, as appropriate.
 - 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 13. Contractor's signature.
 - 14. Attachments: Include plan set sheet marked up with proposed resolution sketched, items labeled, descriptive note and or questions, independent sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Form provided in the Bidding Documents.

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- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
 - 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly with Payment Application. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within three days if Contractor disagrees with response.

1.5 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Engineer's Digital Data Files: Digital data files of Engineer's CAD drawings will be provided by Engineer for Contractor's use during construction.
 - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.

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- 2. Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
- 3. Digital Drawing Software Program: Contract Drawings are available in AutoDesk Civil 3D 2020 (DWG) and Extensible Markup Language (XML) files.
- 4. Contractor shall execute a data licensing agreement in the form of Agreement included in the Bidding Documents.
 - a. Subcontractors, and other parties granted access by Contractor to Engineer's digital data files shall execute a data licensing agreement in the form of Agreement included in the Bidding Documents.
- 5. The following digital data files will be furnished for each appropriate discipline:
 - a. Proposed 2D layout (DWG).
 - b. Proposed finish grade surface (XML).
- B. PDF Document Preparation: Where PDFs are required to be submitted to Engineer, prepare as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Engineer, local Utility Agencies, Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.

- j. Procedures for processing Applications for Payment.
- k. Distribution of the Contract Documents.
- 1. Submittal procedures.
- m. Preparation of Record Documents.
- n. Use of the premises.
- o. Work restrictions.
- p. Working hours.
- q. Owner's occupancy requirements.
- r. Responsibility for temporary facilities and controls.
- s. Procedures for disruptions and shutdowns.
- t. Construction waste management and recycling.
- u. Parking availability.
- v. Office, work, and storage areas.
- w. Equipment deliveries and priorities.
- x. First aid.
- y. Security.
- z. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Possible conflicts.
 - i. Time schedules.
 - i. Weather limitations.
 - k. Manufacturer's written instructions.
 - 1. Warranty requirements.
 - m. Acceptability of substrates.
 - n. Temporary facilities and controls.
 - o. Space and access limitations.
 - p. Regulations of authorities having jurisdiction.
 - q. Testing and inspecting requirements.
 - r. Installation procedures.

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- s. Coordination with other work.
- t. Protection of adjacent work.
- u. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of Proposal Requests.
 - 15) Pending changes.

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- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

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1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 - 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit daily to the Resident Project Representative.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

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- B. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
 - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use-of-premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and the Contract Time.

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- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Distribution: Distribute copies of approved schedule to Engineer Owner, separate contractors, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Engineer.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.

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- 9. Submittal purpose and description.
- 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 11. Drawing number and detail references, as appropriate.
- 12. Indication of full or partial submittal.
- 13. Location(s) where product is to be installed, as appropriate.
- 14. Other necessary identification.
- 15. Remarks.
- 16. Signature of transmitter.
- B. Options: Identify options requiring selection by Engineer.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number. Provide electronic original size documents, not scanned versions that impact document resolution and scale.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package, and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

- 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.

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- d. Notation of coordination requirements.
- e. Notation of dimensions established by field measurement.
- f. Relationship and attachment to adjoining construction clearly indicated.
- g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

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- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

F. Certificates:

- 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

G. Test and Research Reports:

- 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
- 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

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- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action, as follows:
 - a. No Exceptions Taken No corrections or resubmissions are required; fabrication or purchasing may proceed.
 - b. Make Corrections Noted If the Contractor complies with the noted corrections, fabrication may proceed and resubmission is not required. If for any reason the Contractor cannot comply with the noted corrections, fabrication shall not proceed, and the Contractor shall resubmit according to the Engineer's notations and corrections.
 - c. Revise and Resubmit The Contractor may not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or any other activity for the product submitted. The Contractor must revise or prepare a new submittal according to the Engineer's notations and corrections.
 - d. Rejected The Contractor may not proceed with the work covered by the submittal. The Contractor must prepare a new submittal for a product that

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complies with the Contract Documents and in accordance with the Engineer's notations and corrections.

- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of three previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency

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- qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Engineer.

1.3 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Engineer regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Engineer for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.4 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.

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- 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
- 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
- 12. Name and signature of laboratory inspector.
- 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement that equipment complies with requirements.
 - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 3. Other required items indicated in individual Specification Sections.

1.5 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as

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documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

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- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Engineer.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's and authorities' having jurisdiction reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

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3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 17000 "Execution and Closeout Requirements".
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

ISSUED FOR BID PLANS FOR THE WHITE OAKS BUSINESS PARK WV 131 ROAD IMPROVEMENTS HARRISON COUNTY, WEST VIRGINIA

FEBRUARY 2021





CONTACTS

(304) 624-4108

PO BOX 940

OWNER HIGH TECH CORRIDOR DEVELOPMENT, LLC. ATTN: AUSTIN THRASHER (304) 624-4108

BRIDGEPORT, WV OFFICE 600 WHITE OAKS BLVD. BRIDGEPORT, WV 26330

ENGINEER THE THRASHER GROUP ATTN: R. BRAD MESSENGER, P.E. (304) 641-4108

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SHEET INDEX

SUMMARY OF QUANTITIES

MAINTENANCE OF TRAFFIC PLAN

UNNAMED PAVED ROAD CROSS SECTIONS

WV 131 CROSS SECTIONS

COVER

TYPICAL SECTIONS

DESCRIPTION

R. BRAD MESSENGER, WV P.E. # 18226

X	ISSUED FOR BID	DATE:	2/5/2021	BY:	RBM
	ISSUED FOR CONSTRUCTION	DATE:		BY:	

REVISION NUMBER	REVISED SHEETS	BY	DATE	DESCRIPTION
1	1,3	QWK	02/22/21	REVISED COVER FOR ADDENDUM 2, REVISED ROCK LINED CHANNEL QUANTITY

CONTRACTOR SHALL NOTIFY THE ONE-CALL SYSTEM OF THE INTENDED EXCAVATION OR DEMOLITION NOT LESS THAN FORTY-EIGHT (48) HOURS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL FEDERAL OR STATE HOLIDAYS, NOR MORE THAN TEN (10) WORK DAYS PRIOR TO THE BEGINNING OF SUCH WORK. CALL811.COM/811-IN-YOUR-STATE

DESIGN DESIGNATION

ONE DIRECTION LANE ASSIGNMENT ARROW, TYPE V

LANE LETTER, TYPE V

SUMMARY OF ESTIMATED QUANTITIES

ITEM

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THE THRASHER GROUP, INC.	1	RBM	2/05/2021	ISSUED FOR BID PLANS

NO. BY DATE

DESCRIPTION



SCALE: AS SHOWN	
DRAWN:	DATE:
CHECKED:	DATE:
APPROVED:	DATE:
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

WWW.THETHRASHERGROUP.COM 600 WHITE OAKS BOULEVARD, BRIDGEPORT, WV 26330 PHONE (304) 624-4108 • FAX (304) 624-7831

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CONSTRUCTION PLANS FOR WHITE OAKS BUSINESS PARK WV 131 ROAD IMPROVEMENTS BRIDGEPORT, WEST VIRGINIA SUMMARY OF QUANTITIES

SHEET No.